

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS**

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE BEAR RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 79576

Ident. Number: 13-2124A
Date Received: 10/25/2024
Receipt No: P001497
Claim Fee: \$50.00
Received By: CG

RECEIVED

OCT 25 2024

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

IDWR/Preston

1. Name of Claimant(s)

JUSTIN N ROBERTS FARMS LLC
2187 S 3200 W
WESTON ID 83286-5004

Phone: (208) 221-8536

2. Date of Priority: 8/30/1931

3. Source:
GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
15S	38E	35	NW NW		FRANKLIN	

5. Description of diverting works:

Originally the well was pumped into open surface ditches. Then a mainline from the irrigation company was put in. When I bought the property I had to replace the mainline that is supplied by share water and the well is not hooked into that mainline but prior to 2020 the well was hooked into the mainline.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.61		

7. Total Quantity Appropriated is:

0.61 C.F.S. and/or A.F.A.

8. Non-irrigation uses:

9. Place of use:

IRRIGATION within FRANKLIN County

Township	Range	Section	¼	of	¼	Lot	Acres
15S	38E	26	NE		SW		15
15S	38E	26	NW		SW		1.9
15S	38E	26	SW		SW		9
15S	38E	26	SE		SW		39
15S	38E	26	NW		SE		18
15S	38E	26	SW		SE		19

Total Acres = 101.9

10. Do you own the property listed above as place of use? Yes

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

None.

12. Remarks:

Priority Date Explanation:

This water is used as supplemental water to the share water from Twin Lakes and we originally owned all the land that the water was used on from this right. I bought the entire property in 2021 then later in 2021 I sold part of the property to Rindlesbach but we agreed to use the water on both properties. Although the original water rights shows the water being used on Rindlesbach property it has always been used as supplemental water for both properties as far as I know.

13. Basis of Claim: License

14. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the BEAR River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm under penalty of perjury that I am, and I have signed the foregoing document in the space below as the

managing member of Justin N Roberts Farms LLC.
Agents Title (please print) Name of Organization (please print)

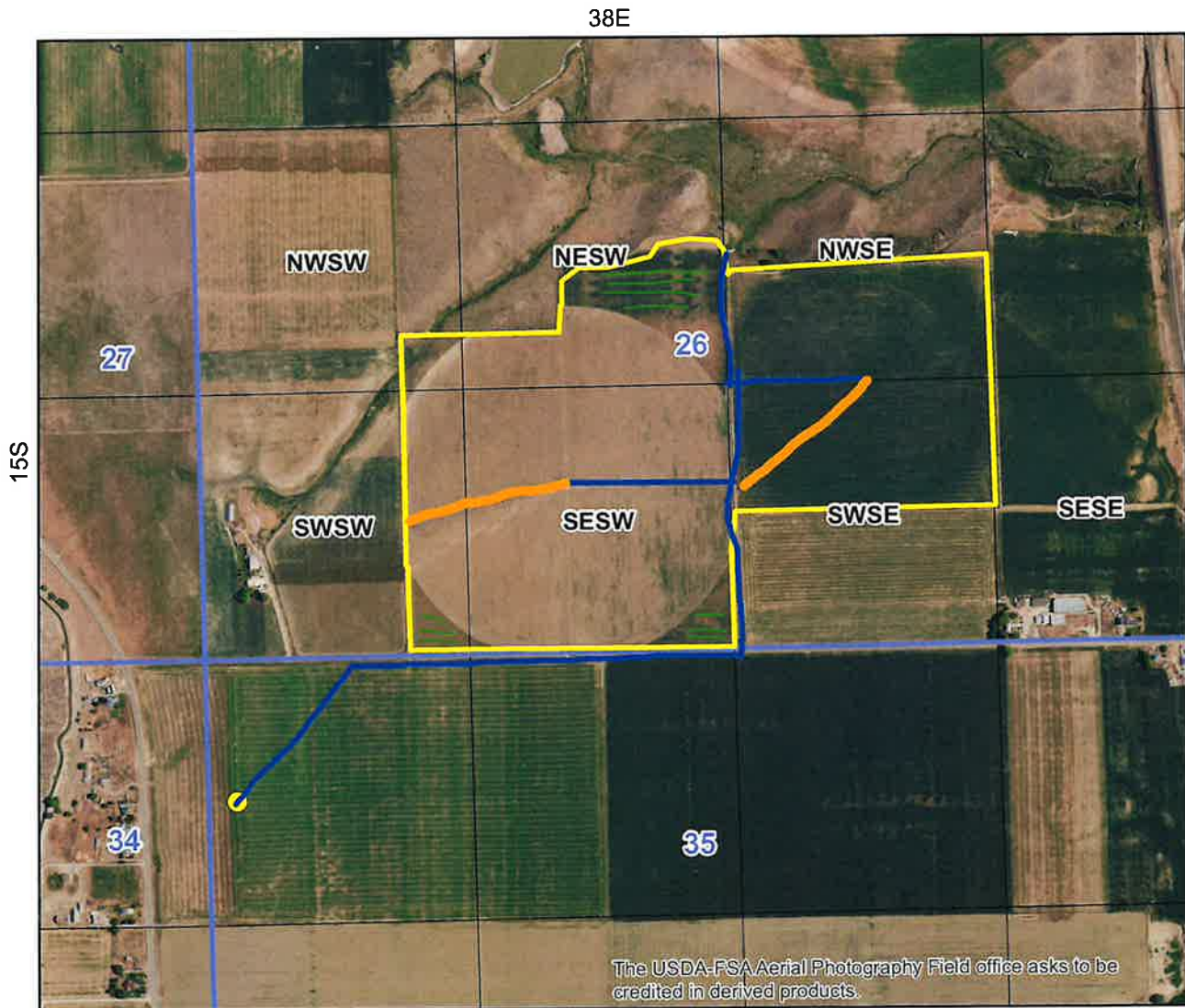
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Justin N Roberts Date 25 Oct 2024

Printed Name of Authorized Agent _____

State of Idaho
Department of Water Resources
Adjudication Claim
13-2124A

October 25, 2024



0 0.1 0.2 0.4 Miles

- Place Of Use Boundary
- Point of Diversion
- State Outline
- Townships
- PLS Sections
- Quarter Quarters

- Mainline For Water
- Pivots
- Handlines



286996

1-3

Recorded at the request of
First American Title
Time: 4:32 Amount \$ 111.00

JUN 01 2021

JOINT USE AGREEMENT

CAMILLE LARSEN, RECORDER
By Horn Deputy
Franklin County, Idaho

This agreement made and entered into this 21 day of May 2021, by and between Justin N Roberts Farms, LLC and Rindlesbach Family Farms, LLC.

Justin N Roberts Farms, LLC are 60% owners of a Water Right No. 17546 on the records of State of Idaho Department of Water Resources, subterranean, diversion in NW1/4 of NW1/4 of Sec. 35 TP. 15 S.R. 38 E.B.M.

Rindlesbach Family Farms, LLC are 40% owners of a Water Right No. 17546 on the records of State of Idaho Department of Water Resources, subterranean, diversion in NW1/4 of NW1/4 of Sec. 35 TP. 15 S.R. 38 E.B.M.

The intention and purpose of the undersigned parties that the water distribution system shall be used and operated to provide an adequate supply of water for each of the properties, to assure the continuous and satisfactory operation and maintenance of the water distribution system for the benefit of the present and future owners, their heirs, successors.

In consideration of the promises and covenants herein contained, it is agreed that the water distribution system shall be used by the parties to this agreement, as well as by all future owners and occupants of said property, upon the following terms and conditions:

1. The cost of any removal or replacement of pre-existing site improvements necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the water distribution system maintenance will be borne by the owners of the affected portion.
2. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective portion of the water distribution system.
3. That the consent of all parties to pay and proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvements, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
4. That each party shall have the right to act to correct and emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

Horn

5. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Joint Use Agreement have executed and filed a written statement of termination at the Records Office of the County of Franklin, State of Idaho. Upon termination of participation in this Agreement, the owner and occupant of each property which is terminated from the Agreement shall have no further right to the use of the water distribution system. The terminated parties shall disconnect their respective connection from said system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well shall be borne by the owner of the pertinent property.

6. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.

7. That the term of this Agreement shall be perpetual, except as herein limited and that the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein affected and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

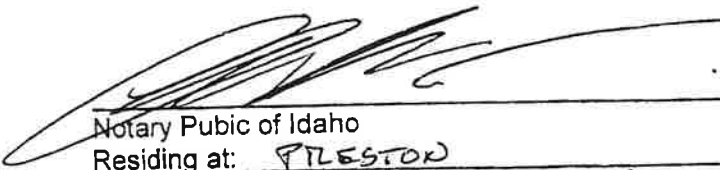
In witness whereof, the parties have hereunto set their hands and seal the day and year first above written.

BY: 
Justin N Roberts Farms, LLC

BY: 
Rindlesbach Family Farms, LLC

STATE OF IDAHO)
)ss
 COUNTY OF FRANKLIN)

On this 21st day of MAY, 2021, before me CHRIS BARTON
 personally appeared JUSTIN N. ROBERTS
 known or identified to me (or proved to me on the oath of, to be the signer(s) of the within
 instrument, who duly acknowledged to me that they executed the same.


 Notary Public of Idaho
 Residing at: PRESTON
 Commission Expires: 11-13-2024

CHRIS BARTON
 COMMISSION #35109
 NOTARY PUBLIC
 STATE OF IDAHO
 (SEAL)

STATE OF IDAHO)
)ss
 COUNTY OF FRANKLIN)

On this 28th day of MAY, 2021, before me CHRIS BARTON
 personally appeared KEN W RINDLESBACH
 known or identified to me (or proved to me on the oath of, to be the signer(s) of the within
 instrument, who duly acknowledged to me that they executed the same.


 Notary Public of Idaho
 Residing at: PRESTON
 Commission Expires: 11-13-2024

CHRIS BARTON
 COMMISSION #35109
 NOTARY PUBLIC
 STATE OF IDAHO
 (SEAL)